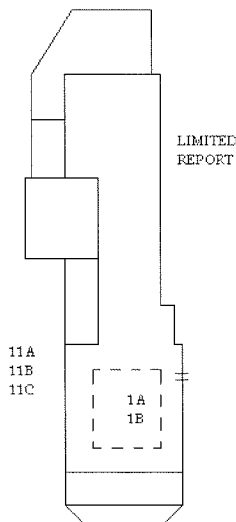


## WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 43569	Street Ellsworth Avenue	City Fremont	Zip 94539	Date of Inspection 6/10/2008	Number of Pages 5
<b>Prime Exterminators of Northern California Inc.</b> <b>1752 Angela Street</b> <b>San Jose, CA 95125</b> <b>(408) 275-0364 (800) 820-BUGS Fax (408) 275-0365</b>			<b>* Integrity</b> <b>* Professionalism</b> <b>* Reliability</b>		
Registration# PR 3506			Record # 10770		
Ordered By: <u>41111 Mission Blvd. Fremont, Ca. 94539</u> <u>(510) 580-8262 Legacy Real Estate &amp; Associates JP Mobasher</u>		Property Owner and / or Party of Interest: <u>c/o agent</u>		Report Sent To: <u>Legacy Real Estate &amp; Associates JP Mobasher 41111 Mission Blvd. Fremont, Ca. 94539 (510) 580-8262</u>	
COMPLETE REPORT <input type="checkbox"/>			LIMITED REPORT <input checked="" type="checkbox"/>		
General Description: <u>1 Story siding and frame Residence Vacant and Unoccupied with a Composition Roof and Detached Garage on Unimproved Underarea</u>			REINSPECTION REPORT <input type="checkbox"/>		
			Inspection Tag Posted: Kitchen Sink Shelf		
			Other Tags Posted: None		
An Inspection has been made of the structure(s) shown on the diagram in accordance with the structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input checked="" type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus/Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/>					
If any of the above items are checked, it indicates that there were visible problems in accessible area. Read the report for details on checked items.					



# INFORMATIONAL 5

Inspected by: Patrick Smith State License No. OPR9987

Signature: Patrick Smith

You are entitled to obtain copies of all reports and completion notices on this property filed with the Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California 95825-3280.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or [www.pestboard.ca.gov](http://www.pestboard.ca.gov)

**SECOND PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:**

Address of  
Property

Inspected:	43569	Ellsworth Avenue	Fremont	94539
	<b>Bldg No.</b>	<b>Street</b>	<b>City</b>	<b>Zip</b>
		6/10/2008	ch	10770
	<b>Stamp No.</b>	<b>Date of Inspection</b>	<b>Co. Report No.</b>	<b>Record Number</b>

There are certain areas of a structure which are considered impractical for inspection: The interior of hollow walls, spaces between a floor or porch deck, stall showers over finished ceilings, abutments, or floors beneath coverings, are considered inaccessible and were not inspected at this time.

By relying on this wood destroying organisms report, you agree that any controversy or claim arising out of or relating to Prime Exterminators of Northern CA inspection and/or this report shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Prime Exterminators of Northern CA performance of the recommendations described above is governed by the terms of a work authorization, which provides that any controversy or claim arising out of or relating to Prime Exterminators of Northern CA work shall be settled by arbitration on accordance with the construction industry arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Eaves requiring the use of an extension ladder for inspection, appliances and/or plumbing over finished ceilings, roof coverings or decks are not tested and we do not certify against leakage unless otherwise noted in this report. No opinion is rendered, nor guarantee is implied concerning the future water tightness of the roof. This firm makes no guarantee against any infestation, leaks, or other adverse conditions which may exist or which may develop in inaccessible areas and become visibly evident after the date of this inspection. This inspection is only on the structures indicated on the diagram. If requested a re-inspection of these property will be performed by this firm at additional cost. Job-Estimate for work is good for 30 days.

If asbestos is present or becomes exposed during work to structure: Prime Exterminators of Northern CA reserves the right to issue a supplemental report with additional work and costs.

Work performed by others will be re-inspected by this company for a re-inspection fee. Re-inspections must be performed within four months of the original inspection.

The areas under hot water heater pedestals are not inspected when enclosed.

Prime Exterminators of Northern CA assumes no liability for, nor do we guarantee, work done by others.

This inspection does not include inspection of electrical, plumbing, heating, and other mechanical systems of the structure. This inspection will not detect building code violations.

If this report is used for any purpose other than in the event the following provision shall apply. If it is necessary for Prime Exterminators of Northern CA to take legal action to enforce, protect, or defend any of its rights under this order, you agree to pay actual attorney's fees, collection costs and court costs.

**STATEMENT OF REGISTERED PEST CONTROL COMPANY:** Neither the inspector nor the company for which he/she is acting have had, presently have, or contemplate having any interest in this property. It is further stated that neither the inspector nor the company for which he/she is acting is associated in any way with any party to this transaction.

This is a separated report which is defined as Section I. Section II conditions evident on the date of inspection. Section I contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestation or infection. Section II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as section I or II.

State law requires that you be given the following information: CAUTION--PESTICIDES ARE TOXIC CHEMICALS.

### THIRD PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of  
Property

Inspected:	43569	Ellsworth Avenue	Fremont	94539
	<b>Bldg No.</b>	<b>Street</b>	<b>City</b>	<b>Zip</b>
		6/10/2008	ch	10770
	<b>Stamp No.</b>	<b>Date of Inspection</b>	<b>Co. Report No.</b>	<b>Record Number</b>

Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately. For further information contact any of the following:

Prime Exterminators of Northern CA. (408) 275-0364

Poison Control Center (408) 299-5112

Agricultural Commission (408) 299-2171

County Health Department (408) 299-6060

Structural Pest Control Board (800) 737-8188

#### Report Information

#### **Section I**

##### **Substructure**

Finding: 1A Evidence of subterranean termites noted in throughout the subarea as indicated on the diagram.

Recommendation: Chemically treat the soil at probable termite entry points of the property with Premise 75 (Imidacloprid) or Termidor SC (Fipronil) for the control of Subterranean Termites. In conventional construction, this may include, but is not limited to, rodding or trenching the soil around the foundation walls, piers, and plumbing pipes in the subarea; rod-ding or trenching the soil around the exterior foundation; drilling attached slabs (or black-tops) such as patios, porches, sidewalks or driveways that abut the structure; drilling brick or stone veneer that extends below grade level; treating voids in the foundation walls or piers. Remove the termite shelter tubes (if present) from the accessible areas. Prime Exterminators will not be liable for possible damage to hidden pipes, conduits or ducts in/or under concrete slab.  
this should only be done after all earth to wood contacts, faulty grades and cellulose materials on soil are corrected.

##### **Other Exterior**

Finding: 11A Evidence of drywood termites extending into inaccessible areas noted in various areas of exterior as indicated on the diagram.

Recommendation: Due to the nature of these infestations, it will be necessary to seal the entire structure and fumigate it with Vikane (Sulfuryl Fluoride), using Chloropicrin as a warning agent. The entire structure must be vacant for up to 72 hours for this process. We will shut off utilities to this structure prior to fumigation; however, it will be the owners' responsibility to contact P G & E to have the utilities turned back on when the fumigation is complete. We will use all due caution in our operation; however, we assume no liability for any damage to the roof covering, solar panels, TV antenna or plantings adjacent to the structure. The occupants must sign the Occupant's Fumigation Notice and comply with all of the instructions. The warranty for the fumigation is THREE YEARS from the date it is completed.

##### **Other Exterior**

Finding: 11B Evidence of drywood termite damage noted in various areas of exterior as indicated on the diagram.

Recommendation: We recommend owner contact licensed contractor(s) to make necessary repairs and corrections, per local building code requirements.

**FOURTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:**

Address of  
Property

Inspected:	43569	Ellsworth Avenue	Fremont	94539
	<b>Bldg No.</b>	<b>Street</b>	<b>City</b>	<b>Zip</b>
<b>Stamp No.</b>		6/10/2008	ch	10770
		<b>Date of Inspection</b>	<b>Co. Report No.</b>	<b>Record Number</b>

***Other Exterior***

Finding: 11C Evidence of fungus damage or dryrot noted in various areas of exterior as indicated on the diagram.  
Recommendation: We recommend owner contact licensed contractor(s) to make necessary repairs and corrections, per local building code requirements.

***Unknown/Further Inspection***

***Substructure***

Finding: 1B Area(s) was not inspected and is noted in subarea as indicated on the diagram.  
Recommendation: a visual inspection from the basement entry was performed. A general contractor and engineer should be consulted regarding numerous problems.

**Notes:**

This property was not inspected for the presence or absence of health related molds or fungi. By California law Prime Exterminators is neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related mold or fungi, you should contact a structural hygienist or other licensed or qualified entity.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, cannot be greater than the original inspection fee for each reinspection. The reinspection must be done within (10) working days of request. The inspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

This inspection is limited to the left exterior 1/3 and a visual inspection of the subarea through the entry door. This property appears to need extensive engineering and construction performed.

We recommend a structural engineer inspect the foundations, walls and entire structure.

When we fumigate your home, Prime Exterminators will not be liable for damage to plants, paint, roofs, or TV antennas. Reasonable care will be exercised in the performance of our work. The fumigation cannot be done in strong winds or rain and will be rescheduled if there is inclement weather. We warranty fumigations for a period of three years. Evidence of infestation will need to be removed or covered as indicated on the report.

When fumigating your home, the roof surface and perimeter areas of the building must be walked upon, and damages may/will occur. Although the utmost care will be exercised, Prime Exterminators or their subcontractor will not assume any liability for such damage to these areas.

During the fumigation and aeration period, the possibility of burglary and vandalism exists, as it does any time you leave your home. We recommend you take necessary steps to prevent this. We do not provide on-site security. We assume no liability for the above.

**FIFTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:**

Address of  
Property

Inspected:

43569

Ellsworth Avenue

Fremont

94539

**Bldg No.**

**Street**

**City**

**Zip**

6/10/2008

ch

10770

**Stamp No.**

**Date of Inspection**

**Co. Report No.**

**Record Number**

Should the Further Inspection items, noted in this report, not be performed, Prime Exterminators will assume no liability for any infestations or infections which may be concealed in these areas.

It has been requested that this report be limited to certain areas only. It is recommended that the entire structure be inspected. Prime Exterminators will, upon request, inspect the entire structure at an additional expense.

If, during the correction of above-outlined repairs and recommendations, additional damage is found, a supplemental report will be issued outlining additional findings, recommendations and costs.

Two story eaves and siding above 14 feet from ground were visually inspected from ground level only due to inaccessibility of these areas. If further inspection is desired or required, there will be an additional charge. Please call to discuss.

**Notes Continued:**

**NOTICE:** Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

**NOTICE:** The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept our bid or you may contact directly with another registered company licensed to perform the work. If you choose to contact directly with another registered company, This company will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

This company is not a roofing contractor and cannot assume liability for roof conditions, and does not certify roofs. The exterior surface of the roof was not be inspected. If you want the water tightness of the roof to be determined, you should contact a roofing contractor who is licensed by the Contractors State License Board. When inspecting boxed in eaves and when patios conceal portions of eaves, there are areas that are inaccessible for inspection. Eaves are inspected in visible areas only. When making repairs to eaves structure, upon completion of the wood repairs, the owner is to engage the services of a licensed roofing contractor to inspect and repair the roof covering as necessary. This company assumes no liability for damage which may occur to the roof coverings. Reasonable care will be excised on the performance of our work.

A reinspection of this property will be performed if it is requested by the person ordering the original report. An inspection fee will be charged, for this service.